EXHIBIT A

CONTRACT SERVICES

TRANSPORTATION SERVICES FOR SPIRIT AND WINE AND RELATED PRODUCT, EQUIPMENT AND SUPPLIES

1.   Contractor shall provide transportation services to transport spirit and wine and related products from and between warehouses utilized by the NHSLC to its state liquor and wine outlets. Contractor shall be properly licensed, registered and insured to provide timely and efficient delivery of alcohol product, related products, supplies and equipment to the NHSLC's retail outlets.

2.   The NHSLC currently operates 77 retail liquor and wine stores located throughout the state of New Hampshire. Eleven of these locations are owned by the state and 66 are located in leased retail space. The various store locations are listed in Appendix F to the RFP. The frequency of deliveries varies based on the size and location of each store. Current data shows orders ranging from a low of one case for delivery to a store to approximately 2,200 cases in one order to one store. The NHSLC and Contractor shall mutually agree on the most efficient delivery schedule on a daily basis.

3.   Contractor shall comply with the requirements for transportation of spirit and wine and related product services ("Transportation Services") as specified in the Request for Proposals issued by the NHSLC and attached hereto as Exhibit D including, all appendices and all clarifications and amendments ("RFP") only to the extent that Contractor has agreed to any such requirements as specified in Contractor's proposal and replies submitted in response to the RFP (the "Proposal") the proposal and replies attached as Exhibit E; the RFP and Proposal being incorporated herein by reference. Contractor shall also comply with all applicable administrative rules adopted by the NHSLC regulating Transportation Services and any amendments thereto and all applicable state law. Except as otherwise provided herein, in the event that any provision of the RFP or Proposal shall conflict or be inconsistent with any provision of Exhibits A, B, or F of this Agreement, the RFP shall govern.

4.   By executing this Agreement, NHSLC makes no promises or guarantees as to the required volume of Transportation Services for the duration of this Agreement or any extension thereof. Notwithstanding any provision of this Agreement or the RFP and amendments thereto to the contrary, this Agreement is an exclusive agreement, and NHSLC will not retain any other person or entity to provide any Transportation Services for NHSLC during the term of this Agreement and any extensions/renewals thereof.

5. Force Majeure. Notwithstanding any other provision of this agreement or the RFP to the contrary, Contractor shall not be liable or responsible for delays or failures in performance, or any loss or damage to any liquor and wine Product of the NHSLC resulting from events beyond the reasonable control of the Contractor. Such events shall include, but not be limited to, acts of God, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, or other disasters, whether or not similar to the foregoing.

6. Consequential and Indirect Damages. Notwithstanding any other provision of this agreement or the RFP to the contrary, neither party, in the performance of their obligations under this agreement shall be liable to the other for any indirect or consequential damages such as, but not limited to: loss of profits, loss of business, loss of customer goodwill or exemplary damages or the costs and expenses in providing or securing substitute revenues even if the parties have been advised of the possibility of the same, and without regard to the nature of the claim or the underlying theory or cause of action whether in contract, tort or otherwise.

7. In the event the Contractor owes damages due to a material breach or the Contractor owes liquidated damages due to not achieving the Target Level for the KPI as referenced in paragraphs 10-12 of this Exhibit A, the Contractor shall pay the damages or liquidated damages. If the Contractor fails to pay the damages or liquidated damages within a reasonable time, the NHSLC shall recover the damages or liquidated damages from the Performance Bond, provided, however, that the Contractor shall restore the bond to its original or any increased amount within a reasonable time.

8. The Contractor is responsible for the reasonable costs of making modifications and updates to the Contractor's systems to stay current with the future systems utilized by NHSLC.

9. Contractor shall not assign any personnel to perform the services who Contractor knows or should have known, after reasonable investigation and other employment screening to the extent permitted by applicable law, (i) has been convicted of fraud, embezzlement or other similar crimes involving dishonesty (as evidenced by background checks by Contractor which seeks information for the past seven (7) years), or (ii) does not meet the requirements under New Hampshire or immigration law to be employed or to perform services at such locations as may be required. Contractor agrees to defend and indemnify NHSLC from losses or claims incurred by NHSLC to the extent arising from Contractor's breach of the above requirements.

10. Key Performance Indicators (KPI)

a. In order to evaluate the performance of the Services, the parties agreed to the KPI listed on the KPI Schedule below. The KPI Schedule sets forth the KPI, the Goal and the Target Level. The Contractor's failure to meet the KPI shall be excused to the extent such

failure is caused by the acts or omissions of the NHSLC, the Suppliers, other third parties or because of Force Majeure events.

b. In the event of a significant service failure, Contractor will promptly notify the NHSLC (or NHSLC will notify Contractor) of such failure, and will advise the NHSLC as to the course of action that will be taken in order to correct such failure. The NHSLC will either agree with the course of action or advise Contractor that alternative measures should be taken. The Contractor will act to resolve the issue as swiftly as possible to the satisfaction of the NHSLC

c. Each week, or as otherwise agreed by the parties, the Contactor will prepare a written status report and meet with NHSLC staff to review performance and resolve issues, if any.

d. For the KPI described in the KPI Schedule, if the average of the Contractor's daily performance over a thirty (30) day rolling consecutive period fails to meet the Target Level as described in the KPI Schedule, the NHSLC may require the Contractor to pay the NHSLC liquidated damages in the amount of 0.25% (0.0025) of the Contractor's daily revenue in November 2013, 0.5% (0.005) in December 2013, 0.75% (0.0075) from January 2014 through the initial term of the Agreement, 1% (0.01) of the Contractor's daily revenue for each day that the Contractor fails to meet the Target Level.

e. Notwithstanding any other provision of this agreement or the RFP to the contrary, the liquidated damages described in paragraph (d) above are the NHSLC's sole and exclusive remedy if the Contractor is not performing the Services adequately. For the sake of clarity, NHSLC retains the right to pursue direct damages arising from a breach of this Agreement outside the scope of this paragraph. Furthermore, in the event of a failure to cure a material breach, the NHSLC may terminate the Agreement and/or pursue its remedies at law and in equity pursuant to the provisions of new paragraph 8 set forth in Exhibit C.

11. <u>KPI Schedule</u>

a. The KPI detailed in the chart below shall apply as of November 1, 2013.

b. This Schedule describes the service levels and performance standards that the Contractor shall provide to the NHSLC with respect to the Transportation Services. The KPI shall be measured according to the Contractor's standard operating procedures as approved by the NHSLC. The Parties shall in good faith mutually agree to these standard operating procedures prior to November 1, 2013. The method agreed to measure the standard may result in an adjustment to the Target Level.

c. At any time during the term of this Agreement, the NHSLC and the Contractor may upon agreement in writing revise the KPI, or add a new KPI.

d. The Contractor shall keep and maintain complete and accurate daily reports regarding the KPI and provide them to the NHSLC during the term of this Agreement.

e. Regular management review meetings between the NHSLC and the Contractor shall be scheduled to review the actual performance against projected performance.

Key Performance Indicator	Goal	Target Level
On-time Performance time	For every day a delivery route is created, the stores on that route will receive their delivery that day within the agreed upon delivery hours.	95%

12. Operating Parameters

The following operating parameters were used by the Contractor to develop the routes and pricing for its proposal. The NHSLC provided its data from historical information and projections. The future projections are estimates, and the purpose of providing the operating parameters is to assist with delineating accessorial services.

- Cases Per Pallet (from file name appendixMrevised41613.xlsx)
- Weight per case
- Frequency of Delivery by Store (from file name appendixMrevised41613.xlsx)
- Day of delivery by Store (from file name appendixMrevised41613.xlsx)
- Opening hours, Store receiving hours match operating hours (unless there's a special requirement for an early delivery) – must arrive no later than 1 hour before close (or earlier if it is a hand unload and delivery stop time is greater than 1 hour) (operating hours by store posted in Appendix F in original RFP document)
- Store delivery restrictions. Unless a store has a specific requirement the general rule above applies (store restrictions posted in revised Appendix I on 3/29/13)
- Store delivery type hand v pallet v trailer drop (revised Appendix I on 3/29/13)
- Quantity of hand v pallet v trailer drop by store by day (quantities obtained from file named appendixMrevised41613.xlsx and type of delivery from revised Appendix I on 3/29/13)
- Holiday closures

END OF EXHIBIT A